

Tentative Agreement 3/30/21

ARTICLE 38 Miscellaneous Provisions

Section 1. Service Handgun/Badge Upon Retirement.

Each Officer who retires from the force shall be given their service handgun and badge at no charge.

Section 2. Service-Connected Death.

In the event of an Officer's death in the course and scope of employment, over and above the City's life insurance/accidental insurance benefit, the City shall pay funeral expenses of \$10,000 payable within 10 calendar days to the Officer's beneficiary as designated in the City's life insurance program and provide at no cost the Officer's badge and service handgun to that beneficiary if otherwise legal.

Section 3. Special Assignments.

A. Except as provided elsewhere in this Agreement, the City shall have a right to place Officers on special assignment. Officers placed on special assignment on an involuntary basis shall work the assignment for a maximum of one hundred eighty days (180) calendar days. At the end of the one hundred eighty days (180) calendar day period, the Chief of Police may extend the term, based on extenuating circumstances. Officers who object to the continuation of the special assignment after the one hundred eighty days (180) calendar day period shall be returned to their assigned unit.

B. Officers placed on special assignment on a voluntary basis may work the assignment for a maximum of one hundred and eighty (180) calendar days. Officers whose assignment exceeds the original one hundred and eighty (180) calendar day period shall relinquish their seniority and relief days from their original, permanent assigned unit. Officers returning to their original unit from a special assignment that exceeded one hundred and eighty (180) calendar days must re-bid on relief days, based on the next available opening.

Section 4. Permanent Personnel File.

The City shall be required to maintain a permanent personnel file on each Officer, pursuant to the requirements as outlined in Section 143.089, Local Government Code or its successor in function.

Section 5. Exception to Open Records Act (Officer File Photo).

Contained within each Officer's permanent personnel file shall be a photograph(s) as defined by H.B. No. 474, Article 2.12 of the Code of Criminal Procedure. The same shall not be released to the public or the press where the same would endanger the life or the physical safety of the officer unless:

- A. The Officer is under indictment or charged by an offense by information; or
- B. The Officer is a party in a Civil Service hearing or a case in arbitration;
- C. The photograph is introduced as evidence in a judicial proceeding.

Section 6. Pay Stub

The City will utilize electronic or paper payroll check stubs with current data showing accrued balances of sick leave, bonus leave, accrued holidays, compensatory time, vacation time, and military leave.

Section 7. Family Assistance Officer.

The Chief shall appoint a Family Assistance Officer. The Family Assistance Officer will be relieved of regular duty on a case-by-case basis in order to assist the families of officers who die or are seriously injured while on active duty, or suffer a catastrophic illness in making appropriate arrangements and completing necessary paperwork.

Section 8. Reimbursement for Lost, Damaged, or Stolen Items.

The Chief shall have discretion to reimburse any Officer, the replacement value (up to a maximum of \$250.00), for any personal item lost, damaged, or stolen (including clothing) as a result of on-duty employment. The Chief shall also have the discretion to reimburse any Officer the replacement value, equivalent to the specifications for a Department approved personal rifle or shotgun as determined by the Firearms Proficiency Control Officer or Training Academy Commander's designee, for a personal rifle or shotgun lost, damaged, or stolen as a result of on-duty employment. The Chief's decision in this regard shall be final and is not subject to grievance and/or arbitration.

Section 9. Physical Fitness.

The City and the Association are committed to a healthy, physically fit and well-trained police department. In demonstrating this commitment, Officers who participate and meet standards as established in a police academy sponsored wellness program or who score the standards set out in this section during annual in-service training shall be awarded the administrative leave incentives outlined herein.

During October of each year preceding the starting date of each yearly in-service training, the Chief and the President of the Association shall appoint three (3) members each (six total) to a physical fitness panel. It will be the sole responsibility of this panel to set point values, time limits,

and the necessary requirements for the wellness program and for achieving incentives for the next year's in-service. The Chief and Association shall provide written notice of their appointees to the physical fitness panel at least thirty (30) calendar days before the panel is scheduled to meet. Through the use of both the most current Physical Fitness Standard number scale criteria, and the previous year testing results, the panel will set standards which best create a performance curve of the Department and provide incentives based on performance according to sex and age groupings. The panel shall reach an agreement on all items relating to point values, time limits, or necessary requirements, and all recommendations shall be forwarded to the Chief. The Chief can veto any recommendation and return the recommendation to the panel for re-examination. The Training Academy Commander shall act as the non-voting moderator and will be responsible to ensure the panel meets at the required stated time.

A. Academy Sponsored Wellness Program.

Officers may elect to participate in a personalized wellness program individually designed for the Officer by the fitness panel. Officers participating in personalized programs will have administrative leave incentives set by fitness panel. Personalized incentives will be awarded in accordance with personalized goals and objectives met by the individual officer involved. The Chief or designee will approve all panel approved individual wellness programs and award incentives of eight (8) to forty (40) hours in accordance with this Agreement and the success of the individual Officer in achievement of the designed goals and objectives which will be measured by the fitness test.

B. In-Service Physical Standards.

A PT staff member will monitor each Officer's sit-ups, push-ups, vertical jump, mile and one-half run, dummy drag and stationary or bicycle ride. The sit-ups, push-ups, weight control and vertical jump will be monitored on a one-on-one basis.

C. Incentives.

Officers who successfully complete any combination of exercises and who score within the pre-designated total point range will receive the corresponding physical fitness incentive of sixteen (16) to forty (40) administrative leave hours.

Officers who participate in the physical fitness program for three consecutive years during in-service and who do not receive an incentive shall receive one-day administrative leave for their participating in the program. For purposes of this section the physical fitness panel shall define participation for each year.

Officers may select five of the six events (which may include but shall not be limited to, sit ups, push ups, vertical jump, mile and one half run and/or walk, stationary or bicycle ride, and sprint, wall, drag) in which to participate in to achieve their goal. Weight loss is not an event but will be counted towards the Officers overall score. No points will be subtracted for not participating in any individual event.

Officers on light duty, that have a documented injury will need to provide the Academy PT staff with a copy of their 172-form in order to reschedule a make-up with the PT staff. Officers who cannot participate in the physical fitness portion of their scheduled in-service due to a documented injury will have sixty (60) calendar days from the date they return to full duty in order to complete this portion of their in-service and qualify for the administrative leave hours.

Officers who attend their scheduled in-service but miss participating in the physical fitness portion due to Departmental business or other emergency, but not a documented injury, have thirty (30) calendar days from their scheduled in-service date to reschedule a make-up with the PT staff.

The award of administrative leave or lack thereof shall not be the grounds for a grievance. Decision by Academy staff as to the actual individual completion times or individual completion of exercise requirements shall be final. This leave shall be awarded the second pay period of the following quarter in which the Officer earned the administrative leave hours and the Officer has 365 calendar days from the date posted to the individual Officer's eave bank to use it.

Section 10. Preemption

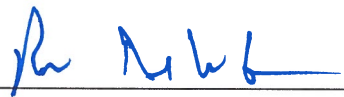
It is expressly understood and agreed that all provisions of this Article shall preempt any statute, Executive Order, local ordinance, City policy or rule, which is in conflict with or is inconsistent with this Agreement and the procedures developed hereunder, including for example and not by way of limitation, any contrary provisions of Chapters 141, 142, and 143 of the Texas Local Government Code, including but not limited to Sections 141.032 and 142.0015 and Sections 143.041 through 143.047 and 143.089.

Section 11. Preemption of Civil Service Chapter 143 Claims for Public Safety and Police Personnel.

The City and the Association agree that officers covered by Meet & Confer between the City of San Antonio and San Antonio Park Police Officers Association, including but not limited to Park Police, Airport Police, Code Abatement Officers and Deputy City Marshals, are not members of the bargaining unit covered by and have no rights under the Agreement between the City of San Antonio and the San Antonio Police Officers Association. The parties agree that members of the bargaining unit covered by Meet & Confer between the City of San Antonio and the San Antonio Park Police Officers Association and/or San Antonio Airport Police Officers Association are not officers who have been hired in substantial compliance with Chapter 143 pertaining to civil service police positions, and are not officers who must have knowledge of work within the San Antonio Police Department in their duties, jobs, and responsibilities. This provision preempts any contrary provisions of Chapter 143 which might otherwise be applicable to such officers covered by Meet & Confer between the City of San Antonio and San Antonio Park Police Officers Association, and/or San Antonio Airport Police Officers Association and preempts any rights, privileges, or benefits to such officers which might arguably result from the creation of additional civil service positions.

Date: Mar 30, 2021


For the City


For the Association